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ATTORNEYS – CONVEYANCERS – ADMINISTRATORS OF ESTATES – AUCTIONEERS

Posbus / P.O. Box 669
STELLENBOSCH, 7599

E-pos adres / E-mail address: info@theronlaw.co.za
Docex: 33, STELLENBOSCH

Telefoon / Telephone: (021) 887 7877
Telefaks / Telefax: (021) 887 3333

Alexander III Gebou, Alexanderstraat 18 STELLENBOSCH 7600
Alexander III Building, 18 Alexander Street STELLENBOSCH 7600

Our ref.: J FURSTENBERG/jv/H080327

11 July 2018

Messrs Natalie Lubbe Attorneys
NORTHRIDING

PER EMAIL: natalie@natalielubbe.co.za

“WITHOUT PREJUDICE”

Dear Sirs

**Re: PAYMENT TO CERTAIN HIGHVELD INVESTORS / ORTHOTOUCH; DP
COHEN N.O & H KLOPPER**

This letter is addressed to you, as attorneys acting for both Orthotouch Ltd and Mr Hans Klopper, in his capacity as Business Rescue Practitioner, on behalf of the Highveld Action Syndication Group (“HSAG”).

We received a letter on 4 July 2018 from Leonard Attorneys, who now act for Mr DP Cohen (the appointed Receiver under Orthotouch’s Scheme of Arrangement (“SoA”)), informing us of a “decision” that the investors who act as applicants in the class action litigation against Mr Georgiou and others, will not be paid their monthly

income under the SoA. Instead, such monthly payments are now apparently to be paid and held in "trust".

Under the SoA, Orthotouch is obliged to pay the relevant Highveld company (under business rescue (and hence Mr Klopper's involvement)), which in turn is also obliged to pay the individual investors. It is not clear from the said letter to us how it was decided, or by whom, that no further payments will be made. It is for this reason that this letter is addressed to your clients.

Clearly, this non-payment is a further attempt to intimidate investors supporting the class action with a view to scupper the litigation against Mr Georgiou.

We have addressed a letter in reply to Mr Cohen's attorneys, which contains essentially the same information and demands contained in this current letter directed to your two clients.

Your clients might be aware of what our opinion is, supported by that of counsel, regarding both Mr Cohen, Orthotouch and the respective Highveld Company's obligations under the Scheme of Arrangement, as sanctioned by the North Gauteng High Court, Johannesburg. That is that Messrs Cohen, Klopper and Orthotouch Ltd are bound by the SoA to make such payments as stipulated in the SoA. None of them can unilaterally change its terms. The mere declaration of support by an individual or investor for the class action or any other litigant does not change the terms of the SoA, nor does it amount to a waiver of an investor's rights under the SoA.

Furthermore, support by an investor of the litigation is in any event not at variance with the terms of the SoA.

The investors, in terms of Option 1 under the SoA, are not only in terms of the S155 Arrangement entitled to receive monthly interest, but also in terms of a Court Order by which the SoA was sanctioned. Again, no party to the SoA has any discretion to vary its terms or the Court Order that sanctioned it, merely because of "their apparent adversity to the arrangement."

Therefore, in so far as any of your clients might be party to the agreement to withhold payment, or alternatively in some way be facilitating such unlawful decision, your clients are hereby requested to confirm their commitment to the obligations under the SoA, failing which we will assume that they are part of, and/or support the implementation of, the decision not to make monthly payments.

If so, our clients intend to approach the court for the necessary relief, including the necessary relief against Mr Klopper personally and declaring them to be in contempt of a Court Order, including seeking a punitive cost order *de bonis propriis* against them should they not immediately undertake to make (or at least facilitate) all such payments, including the amounts which have been withheld in the meantime.

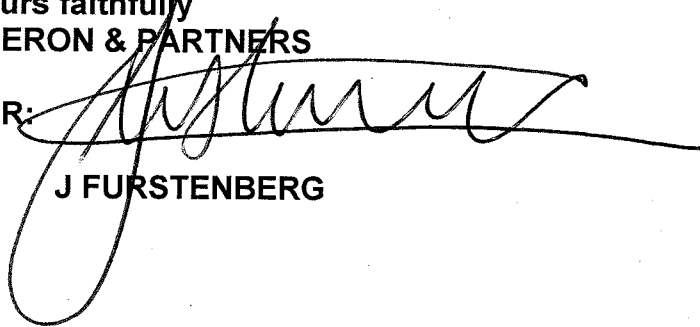
Insofar as Orthotouch is concerned, and should it turn out that Orthotouch is also involved in the withholding of payments, we will ask for a similar cost order for *personal* liability on the part of *each director* of Orthotouch on the basis of the clearly unlawful and reckless actions on their part on behalf of Orthotouch.

Kindly revert to us by close of business on Thursday, 12 July 2018 that both your clients will forthwith continue to ensure that the payments to HS Investors, supposedly held in trust, be made, as contemplated in the SoA and relevant Court Order, failing which we reserve the right to approach the High Court without further notice, as set out above.

Be advised accordingly.

Yours faithfully
THERON & PARTNERS

PER:

A handwritten signature in black ink, appearing to read 'J Furstenberg', written over a horizontal line. The signature is stylized and cursive.

J FURSTENBERG